(2)

No. 09-1350

Supreme Court, U.S.
FILED
JUN 15 2010
OFFICE OF THE CLERK

In The

Supreme Court of the United States

CRISELL SEGUIN,

Petitioner,

v.

KEN CUCCINELLI, Attorney General
for the Commonwealth of Virginia, et al.,

Respondents.

On Petition For Writ Of Certiorari To The Supreme Court Of Virginia

SUPPLEMENTAL BRIEF

CRISELL SEGUIN, pro se*
15015 Kamputa Dr.
Centreville, Va. 20120-1450
(703) 851-6174
**Petitioner*

LIST OF PARTIES

Petitioner:	Crisell Sequin, pro se Plaintiff and Appellant Below
Respondent:	Ken Cuccinelli, Esq., Attorney General, Commonwealth of Virginia Mandamus Respondent Below
Also Served:	Robert F. McDonnell, Governor, Commonwealth of Virginia c/o Jason Ige, Esq. – Chief of Staff
Also Served:	Northrop Grumman Systems Corporation, and John C. Gage Defendants and Appellees Below

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13th Amendment to the United States Constitution; Section 1. *"Slavery prohibited. Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction."*.....*passim*

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14th Amendment to the United States Constitution; "*No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.*".....5, 6

PETITIONER'S SUPPLEMENTAL BRIEF

A. ADDITIONAL STATEMENT OF THE CASE

This Supplement is presented to the Court pursuant to Rule 15.6 of the Court's Rules. Its primary purpose is to support Question 4 in Petitioner's Writ of Certiorari filed on May 4, 2010, but also contains information relative to the other questions, as well.

The petitioner (employee) believes that the other three major participants (Trial Court, VSC, Employer) in this case have performed inappropriately. At almost any juncture during this painful and damaging ordeal for the employee, any one of those participants could have placed this case back on a proper track, but none did.

B. COURT ERRORS

Please see Representative Violations Table (Sup. App. 12).

It was error for the trial court at hearing to ignore both Virginia and Federal laws and to attempt to force the petitioner to arbitration against her will. When she objected by filing an opposition brief on October 18, 2007 (Sup. App. 1), the trial court should have ordered her immediately to the jury trial already scheduled and released her from any contract she may have had so as to have prevented any semblance of servitude enforced by legal coercion. Please see the Jury Trial Scheduling Order (Sup. App. 15).

Even though the trial court's order directs the parties to arbitration, that doesn't necessarily mean that

the employer will go willingly, or without creating some other type of controversy. In at least one case; *Pennington v. NG*, CV 06-0614 WPL/ACT (Sup. App. 3), the employer refused to arbitrate even though they had asked for, and had obtained a court's favorable order. This disingenuous kind of behavior subverts the intent of the law, wasting everyone's time and money. Is it possible they would balk even if I would agree to arbitrate. What a precarious trap I would be in then. There are several other traps still lurking within their arbitration proposal that they don't overtly advertise.

It was error for the Virginia Supreme Court not to take jurisdiction under 9 U.S.C. 16(a)(1)(A) and *Green Tree Financial Corp. of Alabama v. Randolph*, 531 U.S. 79 (2000) and provide a proper appeal, provide a stay, strike the false pleadings, reverse the trial court's order as erroneous based upon Virginia law, and send the case back for amendment (if so advised) and a jury trial on the merits of defamation, or to reverse the order and release the employee under violations of law and the 13th Amendment back to the trial court.

It was error for the Virginia Supreme Court under a mandamus not to order the trial court to proceed to a jury trial for contract existence, and not to order a stay.

It was error for the Virginia Supreme Court, in original jurisdiction, not to discipline, nor to recommend discipline, for misbehaved parties.

It was error for the Virginia Supreme Court to assess a "tax" upon the petitioner in the manner in which it has.

C. EMPLOYER ERRORS – UNDER COLOR OF LAW

Please see Representative Violations Table (Sup. App. 12).

As this Court said in *United States v. Price*, 383 U.S. 787 (1996) "To act 'under color' of law does not require that the accused be an officer of the State. It is enough that he is a willful participant in joint activity with the State or its agents.".

The employer "acted under color of law" by filing its false pleadings in a county circuit court who cooperated with the employer and by utilizing a second state court to violate the petitioner's rights.

The employer filed a Motion to Dismiss the Petitioner's Petition for Writ of Mandamus (Sup. App. 5), intentionally taking the state's same position (Sup. App. 7) it appears, either by apparently corroborating, or by working in cooperation therewith. The petitioner believes this act was malicious toward the employee due to the fact that they were still concealing material information which favored the employee. I also believe it was at least disingenuous toward the two courts since the employer chose to file a motion to dismiss instead of presenting the concealed evidence to the court.

D. CONTRACTUAL SERVITUDE

It is standard judicial practice in Virginia for trial courts to automatically release attorneys who motion the court for withdrawal from a case regardless of the reason. The most common reason for allowing attorneys to withdraw is the 13th Amendment.

In both *Clyatt v. United States,* 197 U.S. 207 (1905) and later in *Pollock v. Williams,* 322 U.S. 4 (1944) this Court said; " . . . like any other contractor, to an action for damages for breach of that contract, can elect at any time to break it, and no law or force compels performance or a continuance of the service."

The trial court below has been a chief judge for several years and has decided many cases. Given such he cannot say that he made his decisions without willfulness. Nor can he say he made them without knowledge of the consequences of his actions. He stated on the face of his order "having heard argument and reviewed the memoranda of law submitted by the parties" (App. 7).

He therefore willfully and wantonly decided to violate my rights, including my constitutional rights, my right to a jury-trial, and my right to have a stay, and others. He did so with forethought, and in flagrant and reckless disregard for the law. This caused what I call "contract servitude". He could have released me to my demanded jury trial just as he releases attorneys who wish to withdraw.

E. 13TH AND 14TH AMENDMENTS

In *Butler v. Perry*, 240 U.S. 328 (1916), Butler's position as a forced laborer against a Sheriff indicated that Florida law supporting forced labor was "invalid because they undertook to impose involuntary servitude not as a punishment for crime, contrary to the 13th Amendment to the Federal Constitution; but also because their enforcement would deprive the plaintiff of his liberty and property without due process of law, in violation of the 14th Amendment.", but the Court ruled against Butler, primarily quoting historical reasons.

In a response to a challenge of the 14th Amendment, in *Screws v. U.S.*, 325 U.S. 91 (1945) the Court said; "The treacherous ground on which state officials . . . **judges** – would walk is indicated by the character and closeness of decisions of this Court interpreting the due process clause of the Fourteenth Amendment." (Emphasis added).

The *Screws* Court went on to say that; "If those acts are done willfully, how can the officer possibly claim that he had no fair warning that his acts were prohibited by statute? He violates the statute not merely because he has a bad purpose but because he acts in defiance of announced rules of law. He who defies a decision interpreting the Constitution knows precisely what he is doing.".

That Court also added; "The problem is not whether state law has been violated but whether an inhabitant of a State has been deprived of a federal right by one who acts under 'color of any law'. He who acts under 'color' of law may be a federal officer or a state officer. He may act under 'color' of federal law or of state law.". And further; "For it was abuse of basic civil and political rights, by states and their officials, that the (14th) Amendment and the enforcing legislation were adopted to uproot." (emphasis added). And then, finally; " . . . state officials who violate their oaths of office and flout the fundamental law are answerable to it when their misconduct brings upon them the penalty it authorizes and Congress has provided."

F. EMPLOYER'S INTENTIONS

From the moment the employer filed its intent to compel arbitration with the trial court on July 16, 2007 (Sup. App. 8) until today, it has continued to attempt to take advantage of both the legal system and me by using the legal process to force me to attend arbitration against my will. I lodged my proper and timely objection to their attempts to compel with the trial court, but it was effectively, and it appears, intentionally ignored. At any point the employer could have withdrawn its pleadings, or at least corrected its filings so that I could go to trial, but it wouldn't, even after multiple notices of errors to it and the court.

My employer's coercion, by using the legal system to attempt to unlawfully force me to do something, against my explicitly stated will, violates my 13th Amendment rights just as much as it would if a judge would refuse to allow an attorney to withdraw from a case as described above, since it was, and is, being done under color of law and not as punishment for a crime.

Employer's proposed arbitration agreement includes: "**This program covers claims that the Company may have against you or your successors and assigns and covers claims that you may have against the Company or any of its successors and assigns**.".

This repugnant condition is what I refer to as the "Forever Clause". Most contracts can be terminated by either party at any time, especially if it is an employment contract. This clause, on the other hand, would involuntarily bind me past internment, may violate any will that I have, and potentially load my heirs with unjustified burdens. The company is attempting to dictate this clause without my involvement and against my free will. I won't have a choice if I succumb to arbitration. I believe that this clause may violate Virginia's probate process, but I haven't yet had the time to prove it.

In contrast, I have provided a copy of the arbitration clause in the employment contract the company has with executives and several senior managers (Sup. App. 10). As can be seen, it is less than

100 words (compared to some 30 pages and approximately 6,066 words), but most importantly, it does not bind "senior executives" in the same way. This difference, I believe, would qualify as unequal treatment between employees and is discriminatory between that class of workers (which are treated differently in many other ways as well) versus "employees".

This "Forever Clause" violates the 13th Amendment, because the requirement it creates is not voluntary for the employee, it can never end, and it certainly doesn't allow the inclusion of heirs. In other words there is "no way out". It creates unlawful perpetual performance, and because compliance with the proposed contract is a part of being coerced by using the law in this case. Coupled with the possibility of being forced to pay all of the filing fees and other unwarranted expenses, this comes directly under the definition of "involuntary servitude", i.e. performing any act against one's free will which either; takes something of value away from the servant without just cause, or provides benefit to the master without providing just compensation, or both.

G. THE HARM

In one case involving the 13th Amendment; *United States v. Kozminski*, 487 U.S. 931 (1988), the Court said; "It suffices to observe that one can imagine many situations in which nonphysical means of private coercion can subjugate the will of a servant.".

I feel that I am a "psychological prisoner" in this case because I can't exercise my own free will without fear of retribution or significant loss. I feel that I am a "physical prisoner" as well due to being under threat of contempt if I try to go to jury trial while under the trial court's current order.

I also feel like I am an "economic hostage" as well. Not only would I have lost a significant amount of salary and vacation if I had left the company, but the benefits (both monetary and non-monetary) I have accrued are also significant after 21+ years of meritorious service, 10+ of which was in management, not to mention the lost goodwill.

I had to seek more than a year of professional counseling in the beginning to be able to survive the extensive pain I have suffered. At several points, the mental anguish I experienced was so great that I had to be hypnotized by my psychologist in order to obtain relief, my medical physician had to prescribe sedatives so that I could sleep, my heart medicines had to be increased significantly, and my chiropractor had to treat me for almost two years for severe back stress. Even the Commonwealth of Virginia designated me a physically handicapped person, for purposes of driving, for more than a year.

My manager had a game on his desk similar to one of those that carnivals have that uses a hard cloth hammer mallet to whack a fuzzy little animal when he comes up out of his hole. The objective being

to strike the animal on the head to make him go back down his hole in order to score points.

On several occasions, while I was in my manager's office, he would hold that hammer with one hand and slap it against his other hand hard enough with the mallet that it would startle me and would make me jump each time that he did it.

On one occasion, early one morning my manager even said to me glibly; "I put a bullet in his head this morning.", referring to a contractor.

On another occasion, my team had not been able to finish some priority work during the week, due to no fault of our own. My manager insisted that it had to be done before Monday morning, so we worked late that Friday night and the following day Saturday without overtime pay. After many hours we had not yet finished so I inquired of my manager if we could finish what little we had left early Monday. His response was "No, work them until they drop".

The *Kozminski* Court also said; " . . . the vulnerabilities of the victim are relevant in determining whether the physical or legal coercion or threats thereof could plausibly have compelled the victim to serve."

Some of my peers were talking to one of the managers that had replaced me one day and they indicated that he told them he "had a pistol in his vehicle". Such an act is strictly against company policy on company property and I take all such

information seriously, so I reported the incident to HR.

That same manager recorded instructions in a voice mail to me over the phone while he was within earshot of several peers, but didn't hang up the phone when he finished. He made several disparaging remarks to those employees about me and my performance, after he finished his instructions, not knowing that he was still being recorded.

All of these combined have created an abusive and harassing work environment.

In the three years since the 2006 false review, I have received 0%, 1%, and 2.5% respectively, in addition to the title and position demotions. Within each of the last three annual reviews since demotion, I have had to file complaints about the number and audacity of the falsities placed in them. Two were partially corrected, but I am still struggling to get the third corrected.

My current employer merged with another large contractor approximately 13 years ago. In so doing, that company set up a static retirement fund for employees at that time in order to protect their seniority. After reaching age 60 and after being with my current company 10 years, that fund would vest. The meeting of those two parameters occurred for me in ***August 2007***. If my employer would have succeeded in terminating me or had forced me to quit before then, I would have lost the unvested

amount to company coffers because termination would have preceded the two required events.

About a month ago I found a renegotiated contract clause for the CEO (Sup. App. 11) in the SEC's database of significant corporate activities which shows that he convinced the company to modify ONLY HIS 10 year requirement to such a time as when he leaves instead of a fixed term. I could not find this kind of vesting change for any other employee, nor was it offered to any other employee, that I know of.

The *Kozminski* Court also said; " . . . Congress understood 'involuntary servitude' to cover servitude compelled through other means of coercion."

CONCLUSION

I truly believe that I cannot exercise my free will due to both statutory and circumstantial involuntary servitude, primarily because of my employer's actions, but also partially because of what I believe to be biased decisions of two courts of law, which are beyond my control, without incurring severe penalties because I have no viable alternatives, save the judgment of this Court.

What I claim is that my employer and two courts of law, have acted willfully and wantonly, and in combination, under color of Virginia law, to deprive me of, or to restrict, rights and privileges which are

secured and protected by the Constitution and the laws of the United States, namely (but not limited to) the rights; to have a jury trial, to due process of law, to equal protection under the law, to equal access of the law, to person and property unless taken by just cause, to fair and equal taxation, to proper notice, confrontation, and representation; and to freedom from involuntary, or other form of servitude without being punished for a crime.

ADDITIONAL PRAYER

In addition to the prayers in the Petition for Writ of Certiorari, the Petitioner prays that this Court order a stay with an effective date of July 16, 2007, the date of employer's *Intent to File* its pleading below.

Dated this 15th day of June, 2010.

Respectfully submitted,

CRISELL SEGUIN, pro se*
15015 Kamputa Dr.
Centreville, Va. 20120-1450
(703) 851-6174
**Petitioner*

VIRGINIA:

IN THE CIRCUIT COURT
FOR FAIRFAX COUNTY

CRISELL SEGUIN,	)	
Plaintiff,	)	
v.	)	
NORTHROP GRUMMAN SYSTEMS CORPORATION, ET AL.,	)	**CL-2007-5843**
Defendants.	)	

PLAINTIFF'S OPPOSITION TO DEMURRER OR, IN THE ALTERNATIVE, MOTION TO COMPEL ARBITRATION

Plaintiff, by counsel, hereby files her opposition to defendants' demurrer or, in the alternative, motion to compel arbitration.

I. The Motion to Compel Arbitration.

A. Defendants waived their right to contest this Court's jurisdiction.

By filing their demurrer and separate motion to crave oyer, defendants submitted to this Court's jurisdiction and waived their objection to having the Court, rather than an arbitrator, adjudicate plaintiff's claim. *Franklin v. Commonwealth*, 27 Va. App. 136, 497 S.E.2d 881 (Va. App. 1998) (Court held " . . . that by making a request for affirmative relief,

husband entered a general appearance and submitted himself to the authority of the court", citing authorities. (Footnote omitted.)); *Matter of Albert N. Moore*, 209 U.S. 490 (1908) (Both parties submitted to the trial court's jurisdiction: the defendant by filing a petition for removal, the plaintiff by filing an amended complaint after removal.) Therefore defendants' motion to compel arbitration should be denied on this ground alone.

B. Based on contract law principles, no enforceable arbitration agreement exists.

* * *

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

CHRISTINE M. PENNINGTON,

Plaintiff,

v.

NORTHROP GRUMMAN SPACE & MISSION SYSTEMS CORPORATION,

Defendant.

CV 06-0614 WPL/ACT

ORDER

* * *

Northrop Grumman's alternative argument regarding the TRW agreement. (Doc. 41.)

Pennington subsequently attempted to pursue arbitration of her claims. In doing so, she informed Northrop Grumman that she intended to request a ruling from the arbitrator as to which arbitration agreement is in force. (Doc. 53 Ex. 1, 4.) Because I ruled that the 2004 agreement is binding, Northrop Grumman refuses to proceed with arbitration unless Pennington acknowledges that the 2004 agreement governs. (*Id.* Ex. 1, 4, 5.) Northrop Grumman has also threatened to take legal action against the arbitration organization if it proceeds with arbitration without Northrop Grumman's participation. (*Id.* Ex. 16A.)

In her motion for relief from judgment, Pennington contends that Northrop Grumman's

actions demonstrate that it changed the arbitration rules after the summary judgment was entered. She accuses Northrop Grumman of taking inconsistent positions regarding the validity of the TRW agreement – first arguing before this Court that the agreement was binding and now asserting that it is no longer in effect. According to Pennington, Northrop Grumman's actions constitute newly discovered evidence, demonstrate that the summary judgment was based on misrepresentations regarding the applicable arbitration procedures, and entitle her to relief from the judgment.

* * *

/s/ William P. Lynch
WILLIAM P. LYNCH
UNITED STATES
MAGISTRATE JUDGE

IN THE SUPREME COURT OF VIRGINIA

In re CRISELL SEGUIN,	)	Record No. 090981
Petitioner.	)	**MOTION TO INTERVENE**

CO-RESPONDENTS' MOTION TO INTERVENE AND LEAVE TO FILE THEIR MOTION TO DISMISS

COMES NOW, Northrop Grumman Systems Corporation ("Northrop Grumman" or "the Company") and John C. Gage ("Mr. Gage"), by and through their undersigned counsel, to respectfully request that this Court grant their Motion to Intervene in response to the Petition for a Writ of Mandamus filed by Crisell Seguin ("Ms. Seguin"). Northrop Grumman and Mr. Gage have been designated Co-Respondents and are parties in interest with a Motion to Dismiss germane to the subject matter of the proceeding. Northrop Grumman and Mr. Gage have been involved with corresponding litigation with Ms. Seguin dating back to May 2007.

Dated this 1st day of June, 2009.

Respectfully submitted,

/s/ James J. Kelley
James J. Kelley (VA Bar No. 13869)
David R. Broderdorf (VA Bar No. 76538)
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Attorneys for Co-Respondent

IN THE SUPREME COURT OF VIRGINIA

IN RE: CRISELL SEGUIN, Record No. 090981

Petitioner.

MOTION TO DISMISS

For the reasons stated more fully in the accompanying Memorandum of Law, the Respondent, the Honorable Dennis J. Smith, Chief Judge for the Circuit Court of Fairfax County ("Judge Smith" or "Circuit Court"), asks this Court to dismiss the Petition under Rule 5:7 because the Petition: (1) attacks a discretionary ruling of the Circuit Court; and (2) tries to correct a purported error through this writ, namely the Circuit Court's decision to rule on the arbitration issue as a matter of law.

Respectfully submitted,

THE HON. DENNIS J. SMITH JUDGE,
FAIRFAX COUNTY CIRCUIT COURT

Respondent

By: /s/ Stephen Hall
Counsel

VIRGINIA:

IN THE CIRCUIT COURT
FOR THE COUNTY OF FAIRFAX

CRISELL SEGUIN, Plaintiff, v. NORTHROP GRUMMAN SYSTEMS CORPORATION, *et al.*, Defendants.	CL-2007-5843 **RESPONSIVE PLEADING**

DEFENDANTS' DEMURRER OR, IN THE ALTERNATIVE, MOTION TO COMPEL ARBITRATION

Defendants Northrop Grumman Systems Corporation ("Northrop Grumman") and John C. Gage (hereinafter "Defendants"), by and through their undersigned counsel, hereby file their responsive pleading consisting of a Demurrer or, in the alternative, a Motion to Compel Arbitration, to the Complaint filed in this matter by Plaintiff Crisell Seguin ("Seguin").

Plaintiff is a current employee of a Northrop Grumman subsidiary. Mr. Gage is a manager in Plaintiff's chain of command. In her Complaint, Plaintiff seeks to recover damages for defamation/libel allegedly committed by Defendants in the course and scope of Plaintiff's employment. *See generally* Complaint. These specific claims, however, are subject to resolution

through mandatory binding arbitration, as set forth in Northrop Grumman's Dispute Resolution Process, and are not properly brought before this Court. For this reason, Plaintiff's Complaint should be dismissed.

The parties, through their counsel, have agreed to pursue private mediation in advance of resolving their relative positions on mandatory arbitration. As such, Defendants have not docketed and will not pursue their Demurrer or, in the Alternative, Motion to Compel Arbitration pending the outcome of the parties' private mediation. Defendants intend to appear at the Scheduling Conference set for 8:30 a.m. on Thursday, August 2, 2007, to advise the Court of the parties' progress regarding mediation. In the event that mediation is unsuccessful, Defendants will notice their Demurrer or, in the Alternative, Motion to Compel Arbitration and will file a memorandum of points and authorities in support thereof in accordance with the Court's requirements.

Dated this 16th day of July, 2007.

Respectfully submitted,

/s/ Karen E. Gray
James J. Kelley (VA Bar No. 13869)
Karen E. Gray (VA Bar No. 47747)
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Attorneys for Defendants

Employment Agreement – Northrop Grumman Corp. and Ronald D. Sugar (Sep 19, 200 . . . Page 20 of 22

* * *

ARBITRATION Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before a single arbitrator in the State of California (in the major city nearest Executive's residence) in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association then in effect. The decision of the arbitrator will be final and binding upon the parties hereto. Judgment may be entered on the arbitrator's award in any court having jurisdiction. The arbitrator may, but need not, award the prevailing party in any dispute (as determined by the arbitrator) its or his legal fees and expenses.

* * *

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* * *

Termination of Employment Agreement of Ronald D. Sugar

On December 17, 2008, Dr. Sugar executed a letter agreement (the "Letter Agreement") confirming a mutual agreement between Dr. Sugar and the Company to terminate his Employment Agreement with the Company dated February 19, 2003. The Letter Agreement, attached hereto as Exhibit 10.2, supersedes all prior agreements regarding Dr. Sugar's employment matters, terminates all rights and obligations under or pursuant to the Employment Agreement, and shall become effective on December 31, 2008. In addition, it includes a provision providing Dr. Sugar "retirement" treatment of his equity grants in the event he is terminated without Cause (as such term is defined in his equity grant certificates) before he has ten years of service with the Company for purposes of the Northrop Grumman 2001 Long-Term Incentive Stock Plan (LTISP).

* * *

Representative Violations Table[fn]

No.	Entity	Alleged Violation	Evidentiary Artifact(s)
1	TC/E/ VSC	VSCR 3:20 FRCP 42(a)	TCO, TRN, MTC, APP, & MAN
2	TC/E/ VSC	VSCR 3:21(c)	TCO, TRN, MTC, APP, & MAN
3	TC	VAC 8.01-581.02(A)	TCO, TRN, MTC, APP, & MAN
4	TC	VAC 8.01-581.02(B)	TCO, TRN, MTC, APP, & MAN
5	TC	VAC 8.01-581.02(D)	TCO, TRN, MTC, APP, & MAN
6	TC/E/ VSC	VAC 8.01-336(A)	TCO, TRN, MTC, APP, & MAN
7	TC	VAC 8.01-581.04(A)	TCO, TRN, MTC, APP, & MAN
8	TC/E/ VSC	9 USC 4	TCO, TRN, MTC, APP, & MAN
9	TC/E/ VSC	VA Constitution AI SII	TCO, TRN, MTC, APP, & MAN
10	TC/VSC	VA Constitution AI S5	TCO, APO, & MAO
11	TC/VSC	VA Constitution AII S7	VOL & UCV

[fn] Legend presenting key to abbreviations appears at end of table.

12	TC/VSC	VA Constitution AIII S1	TCO, APO, & MAO
13	TC/VSC	Canons of Judicial Conduct #2	TCO, APO, & MAO
14	TC/VSC	Canons of Judicial Conduct #3	TCO/APO, & MAO
15	TC/AG	VAC 8.01-271.1/ FRCP Rule 11	APO & MAO
16	TC	VAC 8.01-581.03(A)	TCO, TURN, MTC, APP, & MAN
17	TC/VSC	9 USC 3	TCO, TRN, MTC, APP, & MAN
18	TC/E	VSCR 6:2-3.4(a)	RSC, Opt-out & Mgmt Exclusion, & Ziskin Letter
19	TC/VSC	VSCR 6:3-3(D)(2)	MTC & MAO
20	TC/VSC	VSCR 6:3-3(5)	APO & MAO
21	TC	VSCR 3:18	TCO & TRN
22	TC/VSC/ E	VSCR 3:22	TCO, TRN, MTC, APP, & MAN
23	VSC	9 USC 16(a)(1)(A)	APO
24	VSC	VAC 17.1-600 et.seq.	MAO
25	E/VSC	VAC 1-248	DRP/MAO
26	VSC	US Constitution 14th Amendment	MAO
27	E	VSCR 6:3-3(a)(3)	Opt-out & Mgmt Exclusion, &

			Ziskin Letter
28	VSC	US Constitution 5th Amendment	MAO
29	VSC	US Constitution 6th Amendment	MAO
30	AG	VSCR P2, S6 Rules of Professional Conduct 1.11, 1.16, 1.7, 3.3, 3.7, & 8.4	MAO

Legend:

APO = Appeal Order
APP = Appeal
DRP = Dispute Resolution Process
FRCP = Federal Rules of Civil Procedure
MAN = Mandamus
MAO = Mandamus Order
MTC = Motion to Compel
RSC = Rule to Show Cause
TCO = Trial Court Order
TRN = Transcript
UCV= US Constitutional Violation
USC = US Code
VAC = Virginia Code
VOL = Violations of Law
VSCR = VSC Rules

Entity – TC = Trial Court; VSC = Virginia Supreme Court; E = Employer; and AG = Attorney General of Virginia

VIRGINIA:

IN THE CIRCUIT COURT
OF FAIRFAX COUNTY

Crisell Seguin, **Plaintiff(s)** **versus** Northrop Grumman Systems Corporation et al **Defendant(s)**	)	**Case No.** CL 07 5843

SCHEDULING ORDER

THE SCHEDULING CONFERENCE was held August 9, 2007.

After discussing the various issues presented, it was **ORDERED**:

I. Trial

The trial date is 5 May 08 (with a jury) (without a jury). The estimated length of the trial is 3 days.

II. Discovery

The parties shall complete discovery, including depositions, by thirty (30) days before trial; however, depositions taken in lieu of live testimony at trial will be permitted until fifteen (15) days before trial. "Complete" means that all interrogatories, requests for production, requests for

admissions and other discovery must be served sufficiently in advance of trial to allow a timely response at least 30 days before trial Depositions may be taken after the specified time period by agreement of counsel of record or for good cause shown, provided however, that the taking of a deposition after the deadline established herein shall not provide a basis for continuance of the trial date or the scheduling of motions, inconsistent with the normal procedures of the court. The parties have a duty to seasonably supplement and amend discovery responses pursuant to Rule 4:1(e),of the Rules of the Supreme Court of Virginia. "Seasonably" means as soon as practical. No provision of this Order supersedes the Rules of the Supreme Court of Virginia governing discovery. Any discovery motion filed shall contain a certification that counsel has made a good faith effort to resolve the matters set forth in the motion with opposing counsel.

III. Designation of Experts

If requested in discovery, plaintiff's, counterclaimant's, third party plaintiff's and crossclaimant's experts shall be identified on or before 90 days before trial. If requested in

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